

## TERMS OF REFERENCE (ToR)

ITB/COK/002/2020

### **ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF INLAND GOODS TRANSPORTATION SERVICES TO UNHCR AFGHANISTAN**

**SUBMISSION DEADLINE: Thursday, 17 February 2020 at 15:00 HRS Afghanistan Local Time.**

#### **1. Introduction**

UNHCR Afghanistan wishes to enter into a Frame Agreement with Contractor(s) for the duration of one (1) year, potentially extendable for one additional period of one (1) year, for the provision of inland goods transportation services in Afghanistan.

Contractor will make all necessary arrangements and provide all appropriate equipment to perform the required services in accordance with best commercial practice.

#### **2. Background**

The office of the United Nations High Commissioner for Refugees (UNHCR) is providing assistance to refugee returnee families repatriating from Pakistan, Iran and several other countries and helps them re-integrate in their places of origin within Afghanistan. It also provides assistance in the form of Core Relief Items (CRIs) & Non-Food Items (NFIs) such as blankets, plastic tarpaulins, jerry cans, kitchen sets, tents, metallic buckets, gas cylinder/cooker, Laundry and Bathing Soap, etc. to the internally displaced persons (IDPs) within the country. The list is not exhaustive and UNHCR may request transportation of any other goods in connections with its humanitarian activities in Afghanistan.

In order to facilitate an efficient distribution of these CRIs & NFIs ("the goods"), UNHCR maintains five (5) primary warehouses located in Kabul, Kandahar, Herat, Mazar-i-Sharif and Jalalabad to store the above mentioned items. The primary warehouses are all managed through a UNHCR Partner for logistical support, called Women for Afghan Women (WAW). This Partner shall be responsible for the day to day management of the warehouses such as receiving, storage and releasing the goods upon request from UNHCR. Inland transportation of the goods from the above primary warehouses to any distribution point and/or within the primary warehouses shall be undertaken through commercially contracted trucks, hence this tender.

#### **3. Objective**

To provide safe, comprehensive, high quality, efficient and well managed inland transportation services.

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#### 4. Scope of Services

The goods transported from the five (5) primary warehouses to various distribution points in the country, or within the warehouses, vary based on the UNHCR's distribution plans or requirement for stock replenishments. Consequently, the size of trucks required for transportation vary based on the actual need.

The trucks required by UNHCR under this tender range from a minimum capacity of five (5) up to a maximum of twenty (20) metric tons. Therefore, your company is required, under **Annex B** of this tender (the financial offer form), to provide the offered "cost per trip" for each truck capacity, separately.

In 2019 alone UNHCR in Afghanistan transported a total of 2,400 metric tons of the goods through nearly 270 trips under commercial contracts established by/through DRC, the UNHCR's logistical partner. The operation is expected to remain at the same level in 2020 but no guarantees can be provided (could be less, equal or more).

##### 4.1. Responsibility of the Inland Goods Transportation Service Provider

The inland goods transportation service provider (s) contracted by UNHCR owing to this tender will sign a one year contract with a possibility of extension for one more year subject to good performance. It will be the responsibility of the contracted service provider (s) to:

- Provide trucks of various capacities as may be requested by UNHCR / WAW with a maximum of 24 hour notice. In cases of emergencies the required trucks shall be provided at a short notice (below 3 hours' notice). An overview of place (s) of loading and/or unloading is provided on **Annex B** (the financial offer form) of this tender. UNHCR may request loading and/or unloading from/to any other location (s) within Afghanistan provided that the cost of the trip is agreed in consideration of the routes provided on Annex B.
- Provide clean trucks with very good technical condition to avoid en-route break downs, which may potentially risk delays, loss &/or damage to the UNHCR goods. UNHCR may refuse loading of trucks in poor technical / mechanical condition or not clean; and no cancellation fee will be applied in such cases. Moreover, the service provider will be held liable for any financial and / or reputational damage caused to UNHCR by the delay. Such delays will also be recorded as factors of performance by the service provider.
- Ensure UNHCR goods are delivered safely and timely to the specified final destinations. The service provider will be responsible for any loss and/or damage to UNHCR goods resulting from the truck drivers' negligence.
- In cases of theft, robbery and/or hijacking the goods, the service provider must inform UNHCR immediately with the complete details of the incident including the whereabouts of the goods.
- Ensure that all trucks provided to UNHCR carry spare tires including necessary tools and equipment to trouble shoot minor mechanical problems.
- Keep a good record of all waybills assigned to the trucks and submit copies along with the invoice for processing payments, on a biweekly (minimum) or monthly (maximum) basis.



- Service provider must acknowledge that it is registered by the relevant authorities of the Islamic republic of Afghanistan, holds the required official permits and all relevant legal documentation for the provision of inland transportation services.
- The service provider shall remain on call at all times (on a 24/7 basis but typically during regular working hours) for the duration of the contract and must provide a focal point (and a back-up) to process urgent transportation requests from UNHCR. The service provider (& the focal points) must be easily and efficiently reachable through phone and email for capacity check, new transport requirements, tracking & follow-up, operational queries, and any other official purposes.
- The service provider must hold a bank account that can accept payments in the offered currency (AFN or USD).
- Service providers submitting a bid must have a minimum of 2 years' experience providing inland goods transportation services, which is to be testified by a minimum of 3 client references (preferably but not exclusively, by UN organizations or NGOs).
- Service provider will be required to confirm availability and maintain insurance for its trucks to be used under the contract established subject to this tender. Insurance for the goods shall be provided by UNHCR.
- The truck driver will confirm, in form of a signature, the accuracy of the waybill issued by UNHCR, its Partner/WAW or its authorized agent (to be specified on the transport request). Service provider will be held responsible for any deviation (s) observed during unloading.
- The truck driver / service provider must ensure that the waybill is appropriately signed by the goods receiving party, highlighting any deviations.
- Truck drivers in charge of transporting UNHCR goods must be of, or above, a minimum age required by the Afghanistan legislations (but in any event not below 18 years), must be in the appropriate physical and mental condition, and must possess a valid and right driving license duly issued by the Afghan authorities.
- The service provider has to use the shortest and safest route for the transportation of UNHCR goods. It must secure access to all required destinations, including permissions and licenses from relevant authorities

#### **4.2. Responsibility of UNHCR**

The UNHCR Office in Kabul will be responsible for the overall administration of the contract established subject to this tender. However, the day to day operations will be managed by the UNHCR's logistical partner, Women for Afghan Women (WAW). The UNHCR Office will be responsible to:

- Provide all necessary documentation e.g. waybills including any other supporting document to facilitate swift movement of the trucks while carrying UNHCR goods.
- Provide laborers to load & offload the goods at both the dispatching (origin) and receiving (destination) points.
- Process the service provider's payment within thirty (30) days from the receipt of an invoice including all necessary supporting documents.

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- UNHCR will have exclusive rights to cancel the contract due to repeated unsatisfactory performance by the service provider
- UNHCR shall send a written request to the selected service provider (s) for each service to be provided. Loading must be started as early as possible at the indicated preferred time of UNHCR, but within not more than 24 hours after official notice from UNHCR

#### 4.3. Transportation Services

- a) Based on unforeseen circumstances, UNHCR may decide to cancel a specific transport request at a maximum two (2) hours before the agreed loading time. Should this happen, UNHCR will pay a cancellation fee to the service provider which cannot exceed a maximum of twenty percent (20%) of the agreed cost per trip of the relevant transport order. Service provider (s) must specify their best offer for such cancellation fee on **Annex B** of this tender (Financial Offer Form). A digit "0" (zero) or a word "free" must be indicated in the appropriate cell if the service provider wishes not to charge this fee.
- b) UNHCR undertakes to ensure all loading activities within not more than twenty-four (24) hours after the loading time previously agreed with the service provider. In case the shipment cannot be dispatched within this time frame, UNHCR will pay detention charges to the service provider for each day of delay. Service provider (s) must specify their best offer for such daily detention charges on **Annex B** of this tender (Financial Offer Form). A digit "0" (zero) or a word "free" must be indicated in the appropriate cell if the service provider wishes not to charge this fee.
- c) Delivery of the UNHCR goods must take place using only "closed trucks" and or "flatbed trucks with a closed shipping container" that can only be opened during the transportation if inspection of the goods is required by the relevant authorities. Truck drivers have to secure that the UNHCR goods in transit remain intact. Contracted service provider (s) will be held responsible for any missing and/or damaged items.